

MASTER SERVICES AGREEMENT

January 1, 2012

COMMONWEALTH HEALTH INSURANCE CONNECTOR AUTHORITY
ONE HUNDRED CITY HALL PLAZA
BOSTON, MASSACHUSETTS 02108

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (as may be amended from time to time, the "Agreement") is made and entered into by and between the Commonwealth Health Insurance Connector Authority (the "Authority"), an independent public authority of the Commonwealth of Massachusetts with a principal office and place of business at One Hundred City Hall Plaza, Boston, Massachusetts, and CMGRP, Inc. through its Weber Shandwick, Sawyer Miller Advertising and KRC Research divisions ("Contractor"), with a principal office and place of business at 40 Broad Street, Boston, Massachusetts.

Whereas, the Authority desires to retain Contractor to render certain services to the Authority and Contractor desires to be so retained by the Authority and to perform the services specified herein, all in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the premises, mutual covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Certain Definitions: The following capitalized terms have the following meanings for purposes of this Agreement:
 - a) "Agreement" means this Master Services Agreement, including all work orders entered into hereunder and attached hereto and all other referenced attachments hereto and thereto, as the same may be amended from time to time in accordance with the terms of this Agreement.
 - b) "Authorized Subcontractor" means a subcontractor approved in advance by the Authority and retained by Contractor to perform services under this Agreement.
 - c) "Commonwealth" means the Commonwealth of Massachusetts (and its political subdivisions or agents where the context so requires).
 - d) "Contractor" means any Person providing the services contemplated by this Agreement.
 - e) "General Counsel" means the Authority's General Counsel, or, in the event that no Person holds such title at the time in question, such other legal counsel to Authority as Authority's Executive Director may designate.
 - f) "Governmental Authority" means any national or federal government, any state or other political subdivision thereof, and any other Person exercising

executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

- g) "Authority" means the Commonwealth Health Insurance Connector Authority and any of its subsidiaries, subdivisions or affiliates, and the successors or assigns thereof.
 - h) "Person" means any individual, partnership, corporation, limited liability company, joint venture, trust, unincorporated organization, Governmental Authority or any other entity.
 - i) "Pre-Existing Works" means all materials owned by or licensed to the Contractor or the Authorized Subcontractors prior to the performance of services under this Agreement, or developed or licensed by the Contractor or the Authorized Subcontractors outside of the scope of the performance of the services, and all modifications thereof.
 - j) "Project Personnel" means, with respect to the project hereunder, the employees or other personnel of each party responsible for such project.
 - k) "Public Records Act" means the Massachusetts Public Records Act, M.G.L. Chapter 66, and any successor thereto and M.G.L. Chapter 66A.
2. Scope of Services: The Authority hereby retains Contractor to provide services to the Authority during the term of this Agreement ("Services"), and Contractor hereby accepts such engagement. These Services shall be set forth in work orders as agreed upon between Contractor and the Authority (each, a "Work Order"). Contractor represents itself as competent and qualified to provide the Services set forth in this Agreement and in accordance with the terms and conditions of this Agreement and acknowledges that the Authority is relying upon such representation in entering into this Agreement. This Agreement shall apply to all Services provided from time to time by Contractor to the Authority during the term specified in Section 4.
3. Payment & Expenses:
The Authority shall compensate Contractor as set forth in the attached Work Order. Should Authority fail to remit payment within thirty (30) days of an invoice generated for Services completed pursuant to a Work Order for an undisputed charge, Contractor reserves the right to suspend some or all Services set forth in the Work Order until payment arrangements satisfactory to the Contractor are made. In the event of a disputed charge, Authority shall notify Contractor in writing of the disputed amount within thirty (30) days of the invoice date, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation.
4. Term of the Agreement: This Agreement shall take effect on January 1, 2012 and shall remain in effect until June 30, 2013, unless terminated sooner under the provisions of Section 8(a). The Authority at its sole option may extend the contract for up to three one-year periods on the same terms and conditions.
5. Project Personnel: The relevant Project Personnel shall be set forth on the applicable Work Order. Unless otherwise agreed by the parties, each party will use good faith efforts to maintain the same personnel on its project team unless replacement is necessitated by the resignation, extended illness, incapacity or death of specific Project Personnel. The Authority may request the removal or replacement of any individual(s) from Contractor's project team, and if such a request is made, Contractor shall use all reasonable efforts to replace the relevant individual promptly.

6. Timely Performance: Contractor acknowledges that expeditious completion of Contractor's services and the expeditious delivery of the deliverables as set forth in a Work Order are of the utmost importance to the Authority and that Contractor will diligently and continuously perform its Services during the term of this Agreement.
7. Notices: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and shall be sent either (i) by facsimile or telecopier, (ii) by courier, or (iii) by first class mail, postage, prepaid, addressed to the Project Personnel listed in the applicable Work Order at the addresses of such Persons indicated in the first paragraph of this Agreement (or to such other address as a party may provide by notice to the party pursuant to this Section 7), and shall be effective (i) if dispatched by facsimile or telecopier and delivery is electronically confirmed by said media, the day such electronic confirmation is received, (ii) if sent by courier, one business day after written confirmation by said courier of delivery, (iii) if sent by first class mail, two business days after its date of posting. A copy of each notice required to be sent to the Authority pursuant to this Agreement shall also be sent to the General Counsel.
8. Termination or Suspension:
 - a) This Agreement shall terminate on the date specified in Section 4, unless extended at the Authority's discretion pursuant to Section 4 or unless earlier terminated or suspended as provided in this Section 8(a). The Authority may terminate this Agreement or any portion thereof without cause and without penalty at any time without notice, upon reasonable determination that the Contractor has violated any state or federal law, including without limitation any law regarding the confidentiality and security of data. The Authority may terminate this Agreement or any portion thereof, without penalty at any time, upon provision of at least thirty (30) days advance written notice to the Contractor, in the event that, because of a change of law or loss of funding, the Authority no longer needs the services contracted for. If one party (the "Breaching Party") breaches any material term or condition or fails to perform or fulfill any material obligation required by this Agreement, the other party (the "Non-Breaching Party") may terminate or suspend this Agreement; provided, however, that the Non-Breaching Party shall first provide the Breaching Party with written notice specifying the nature of the breach or failure and the desired cure. If the Breaching Party fails to cure the breach or failure within twenty (20) business days following receipt of written notice, the Non-breaching Party may terminate or suspend the Agreement immediately.
 - b) Obligations in Event of Termination; Survival: Upon termination of this Agreement, the parties shall have the following obligations:
 - i) Deliverables: Contractor shall deliver to the Authority all work papers and all written or other tangible work product created by the Contractor in performance of the services through the effective date of termination for which, if due, payment has been made, and all other property of the Authority, and all copies thereof in the direct or indirect possession or control of Contractor.
 - ii) Payment: Contractor shall be paid for all requested and authorized services and deliverables described in the applicable Work Order(s)

and performed in accordance with such Work Order and delivered up to and including the date of termination.

- iii) Non-cancellable obligations: The Authority shall remain liable for any non-cancellable obligations, including expenses and cancellation fees related thereto, incurred by the Contractor and existing as of the termination date; provided that any such obligation was properly authorized pursuant to the terms of this Agreement.
- iv) Sections 7 and Sections 9 through 23 of this Agreement shall survive termination of this Agreement.

9. Representations, Warranties, Covenants and Certifications:

- a) As of the date of this Agreement, as of each date on which a Work Order is entered into by the parties, and throughout the term of the Agreement, Contractor hereby represents and warrants :
 - i) Contractor is duly authorized to enter into this Agreement (including all Work Orders hereunder), and the execution, delivery and performance of this Agreement will not conflict with any other agreement or instrument to which it is a party or by which it is bound and will not violate any law, regulation, order or other legal requirement by which Contractor or any of its assets is bound.
 - ii) Contractor and all Project Personnel of Contractor are fully capable and qualified to perform the described service(s) and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform such obligations.
 - iii) Contractor and all Project Personnel of Contractor are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and other Governmental Authorities applicable or implicated by the subject matter of this Agreement, including, without limitation, the statutes referenced in Sections 9(iv), 9(v), 13, 15 and 16 of this Agreement.
 - iv) Contractor and its employees are independent contractors of the Authority, and not employees, partners or joint-venturers of the Authority. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature, including social security and other social welfare taxes or contributions, that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to Worker's Compensation, M.G.L. c. 152.
 - v) Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. Contractor agrees to comply with all applicable Federal and State statutes, rules, and regulations prohibiting discrimination in employment, including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans

with Disabilities Act of 1990; and M.G.L. c.151B. Contractor represents and warrants that all Contractor personnel supplied under this Agreement are eligible to work in the United States at the time of execution of this Agreement and that Contractor has a continuing obligation to ensure such status for the duration of the Agreement.

- vi) Contractor represents and warrants that it is qualified to perform the services and provide the Materials and that it will perform the services and provide the Materials in a professional manner, with due care and skill, in accordance with all standards of its industry and in accordance with the terms of this Agreement.
- vii) All Project Personnel are either employees of Contractor or independent contractors of Contractor each of whom have entered into a written agreement with Contractor validly assigning to Contractor all intellectual property rights in Materials (as defined below) arising from performance of the services.
- b) The Authority acknowledges and agrees that it shall be responsible for: (a) the accuracy, completeness and propriety of information concerning the Authority's organization and services, whether provided to Contractor by the Authority or by a third party authorized by the Authority; (b) the accuracy, completeness and propriety of any ideas or directions, whether provided to Contractor by the Authority or by a third party authorized by the Authority; (c) rights, licenses and permissions to use materials furnished to Contractor by the Authority or by an authorized third party on the Authority's behalf; (d) compliance with all laws and regulations applicable to the Authority; and (e) the content of any press releases or other disseminated statements, information or materials approved by the Authority in accordance with this Agreement.

10. Indemnification and Insurance:

- a) To the full extent allowed by law, the Contractor shall defend, indemnify and hold harmless the Authority, including its employees, agents, officers and directors (the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable legal fees and costs), judgments and awards (collectively, "Damages") sustained, incurred, or suffered by or imposed upon any Covered Person resulting from, arising from or related to any third party claim based upon: (i) any breach of this Agreement or false representation of Contractor or the Authorized Subcontractors under this Agreement, (ii) any negligent acts or omissions or reckless or intentional misconduct of Contractor or Authorized Subcontractors or any of Contractor's or the Authorized Subcontractors' respective agents, officers, directors or employees, or (iii) any actual or threatened claims that the services or any work product or deliverables produced as a result thereof contain or constitute slander, libel, defamation, disparagement, piracy, invasion of privacy or unwanted publicity, breach of security of personally-identified information, unauthorized use of name or likeness of any person, plagiarism, misappropriation, or infringement of United States statutory or common law copyright, trademark, trade secret, patent or other proprietary right, except to the extent based on materials, information or statements provided in writing or approved in accordance

with this Agreement by the Authority for publication, dissemination or distribution. Without limiting the foregoing, Contractor shall defend, indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by Contractor, the Authorized Subcontractors or any of their respective agents, officers, directors, employees, or subcontractors.

- b) Contractor shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for its activities under this Agreement, including but not limited to, commercial general liability insurance (bodily injury and property damage) and professional liability insurance. At the Authority's request, Contractor will provide the Authority with copies of the certificates of insurance evidencing such coverage.

11. Ownership of Intellectual Property:

(a) Unless provided otherwise by law, as between the Contractor and the Authority, ownership and possession of all information, data, reports, computer programs drawings, documents, designs, models, inventions, equipment, and any other documentation, work product, or product of tangible materials authored or prepared, in whole or in part, or purchased, obtained, created by Contractor pursuant to this Agreement or otherwise arising out of the performance of the Services required hereunder (collectively, the "Materials"), other than Contractor's administrative communications, records, and files relating to this Agreement, are the sole property of, and shall vest in, the Authority as "works made for hire" or otherwise. As between the Authority and the Contractor, the Authority will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by Contractor pursuant to this Agreement, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Authority will have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by Contractor. The Authority shall retain exclusive intellectual property rights in all graphics and texts provided to Contractor by the Authority for incorporation into final Materials prepared by Contractor. Contractor shall use graphics and text provided by the Authority for the sole purpose of fulfilling contractual obligations created by this Agreement. As between Contractor and the Authority, Contractor hereby irrevocably assigns to the Authority all of Contractor's right, title and interest in and to the Materials. Contractor agrees that it shall execute all instruments and documents and take all other actions that may be reasonably necessary to protect the rights of the Authority as set forth in this Section and vest in the Authority ownership of the Materials. Any materials prepared or proposed by Contractor but not accepted by the Authority, including, without limitation, rejected or unused advertising programs, campaigns, plans and ideas prepared by Contractor, shall remain Contractor's property.

(b) Notwithstanding anything to the contrary herein, the Authority acknowledges that in performing the Services, the Contractor will make use of Pre-Existing Works. Contractor and Authorized Subcontractor retain all of their rights, title, and interest in and to (including without limitation, the unlimited right to use) the Pre-Existing Works, and accordingly, no title or other interest in the Pre-Existing Works is granted or transferred except that the Authority shall, subject to having made full

payment of Contractor's fees, have the right to utilize the Pre-Existing Works solely as incorporated in or used in connection with the Materials provided by Contractor, for the Authority's purposes as contemplated under this Agreement; it being understood and agreed that subject to the rights of third parties as set forth in Section 11(c)(i) below, the Authority shall own all rights, title and interest in and to all TV, radio, print, internet, outdoor and other advertising materials created by the Contractor and the Authorized Subcontractor and accepted by the Authority under this Agreement;

(c) Notwithstanding anything to the contrary herein, (i) the Authority understands and agrees that its rights in any third party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any applicable agreement; provided, however, that the Contractor shall not incorporate any third party materials into the Materials without the approval of the Authority obtained in accordance with this Agreement; and (ii) it is expressly understood and agreed that Contractor shall not be responsible for ordering or performing preliminary or full trademark searches and/or for clearing for use any slogans, names, tag lines, trademarks and/or logos, whether or not prepared for and/or delivered to the Authority by Contractor hereunder, it being understood that the Authority is and remains solely liable for preliminary and full trademark searches and for clearing any names and logos it uses. Nothing in this Agreement shall be deemed to limit or prevent Contractor from performing similar services for third parties, subject to the provisions of Section 13 below.

12. Assignment by Contractor; Subcontracting: The Authority may assign its rights and obligations under this Agreement to any Person who succeeds to all or any portion of the Authority's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of the Authority. The Contractor shall not subcontract any services to anyone without the prior written consent of the Authority, and any such subcontracts shall be consistent with and subject to the provisions of this Agreement. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under this Agreement. The Contractor shall provide the Authority with copies of all subcontracts.
13. Conflicts of Interest: Contractor acknowledges the application of the Massachusetts Conflict of Interest Law (M.G.L. c.268A) to the subject matter of this Agreement and that Contractor's personnel, and Contractor's Authorized Subcontractor's personnel, if any, may be considered "special state employees" and thus subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its Authorized Subcontractors, if any, shall remain in full compliance with the Massachusetts Conflict of Interest Law. Contractor and its Authorized Subcontractors, if any, shall not take any action which it knows or has a reasonable basis to believe would cause any officer or employee of the Authority to participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, or association in which (s)he is directly or indirectly interested or to have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14. Record Keeping, Audit, and Inspection of Records: Contractor shall maintain books, records and other compilations of data pertaining to its activities under this Agreement to the extent and in such detail as shall properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of not less than seven (7) years or for such longer period as is specified by the Authority (the "Retention Period"). The Retention Period starts on the first day after final payment under this Agreement is made. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. The Authority, or its designees, shall have the right at reasonable times during normal business hours and upon reasonable notice, to examine and copy the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement; provided, however, that such examination audit and inspection shall not include the right to audit direct payroll/salary costs or overhead costs, profits or non-billable expenses; and provided further, that such examination, audit and inspection shall not include the right to inspect and audit the Contractor's books and records created more than thirty six (36) months prior to the date of the audit. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not permitted under this Agreement, then Contractor shall refund to the Authority the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.
15. Confidentiality/Publicity:
- a) If, in the course of Contractor's performance the Services, the Contractor is required to use personal health information, as that term is defined under the Health Insurance Portability and Accountability Act (HIPAA), the Contractor and the Authority will executed a Business Associate Agreement in accordance with HIPAA.
 - b) Contractor agrees to use appropriate physical, technical and administrative safeguards to prevent any use or disclosure of data received pursuant to this Agreement, other than as specified in this Agreement or Attachment A thereto. Contractor shall comply with all applicable federal and state laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c.66A that govern the data received pursuant to this Agreement. Contractor shall not disclose data received pursuant to this Agreement without the approval of the Authority. Contractor shall not use the data received pursuant to this Agreement for any purposes other than the services provided pursuant to this Agreement and in accordance with the directions of the Authority. Contractor shall not remove any data from the premises of the Authority without the approval of the Authority. Upon termination of this Agreement or any Work Order entered thereunder, or upon request of the Authority, the Contractor shall return all data received pursuant to this Agreement. Contractor shall provide immediate notice to the Authority if it learns of any use or disclosure of data received pursuant to this Agreement, when such use or disclosure was not permitted by this Agreement. Further, Contractor shall immediately attempt

to retrieve such data and to take other appropriate actions to mitigate harmful consequences to the extent that such consequences are known and mitigation is practicable. Notwithstanding anything to the contrary herein, Contractor's legal counsel shall be entitled to retain one (1) copy of all confidential information arising out of the Agreement for the sole purpose of determining the scope of obligations incurred under this Agreement and/or to comply with any legal or regulatory obligations.

- c) Contractor shall provide immediate notice to the Connector if it learns of a breach of security under M.G.L. c. 93H, which is the unauthorized acquisition or use of unencrypted data that includes Personal Information (as defined in M.G.L. c. 93H) that creates a substantial risk of identity theft or fraud. In addition to any rights the Authority may have under the indemnification provisions of this contract, the Contractor shall indemnify the Connector for the cost of providing any notices required by M.G.L. c. 93H to the extent Contractor's acts or omissions are the cause of a breach of security under M.G.L. c. 93H. Contractor does not wish to receive any Personal Information from Authority and Authority agrees not to provide any Personal Information to Contractor without prior written consent of the Chief Financial Officer of Contractor's Boston Office or the Chairman – New England of Contractor to receive Personal Information from Authority.
- d) Contractor agrees that any information received from the Authority concerning the Authority's business processes or operations, or that contains matters of financial or proprietary nature, shall be deemed confidential. Contractor shall not use the Authority's confidential information except in the performance of its services under this Agreement, and shall use reasonable means to prevent the disclosure of the Authority's confidential information to any third party. Contractor agrees that, during the term of this Agreement and thereafter, it will not disclose to any party, other than the Authority, any confidential information that it obtained or developed in the course of services performed under this Agreement.
- e) Contractor shall collaborate with the Authority to prepare any public statement or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which the Authority is concerned or discussed. Contractor shall not release, make or issue any such public statement or announcement relating to the Authority or to the subject matter of this Agreement without the prior written consent of the Authority.
- f) Notwithstanding anything to the contrary herein, the confidentiality obligations set forth in this Section 15 and elsewhere in this Agreement shall not apply to information that (a) is in the public domain; (b) is disclosed to the Contractor by a third party which is not under an obligation of confidentiality to the Authority; (c) was already known to the Contractor outside of any prior agreements entered into by and between Contractor and the Authority; or (d) is independently developed by the Contractor without reference to any confidential information.
- g) Likewise, the Authority, subject to the public disclosure requirements of M.G.L. c. 66 and 66A as identified in Section 16, agrees to treat as confidential, with the same limitations and in the same manner as required


above by Contractor, all business, financial and other confidential or proprietary information of the Contractor whether in written, oral, electronic or other tangible or intangible form, including, without limitation, specifications, computer programs, software, codes, formulas, knowhow, techniques, practices, plans, data, documentation, reports, inventions, ideas, concepts, and other information.

16. Public Records:
 - a) As a public entity, the Authority is subject to the Massachusetts Public Records Law (M.G.L. c.66 and 66A) and thus certain documents and other materials made or received by the Authority are subject to public disclosure unless they are specifically exempted. Contractor specifically acknowledges that it bears the risk that any material submitted by Contractor to the Authority pursuant to this Agreement may be deemed not to qualify for a public records exemption.
 - b) Furthermore, it is the intention of the parties that the Authority will continue to exercise custody of records received or produced under the Agreement. To the extent legally permissible, requests for access to said records shall be forwarded immediately to the Authority for response. Contractor shall not release information except as authorized to deliver services under this Agreement.
17. Use of Materials By Third Parties: After material has been issued by Contractor to the news media or to another third party, its use is no longer under Contractor's control. Contractor cannot assure the use of news material by any news organization. Similarly, Contractor cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by Contractor. It is understood and agreed that Contractor does not stipulate or guarantee specific or overall results or returns from public relations, publicity, research or any other activity performed by Contractor.
18. Choice of Law: This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to the conflict of laws principles thereof. All legal actions arising out of or relating to this Agreement shall be commenced and maintained in a state or federal court sitting in the Commonwealth. By execution and delivery of this Agreement, each of the parties accepts for such party, generally, exclusively and unconditionally, the jurisdiction of said courts. This Section 18 shall not be construed to limit any other legal rights of the parties. Contractor acknowledges and agrees that any breach or threatened breach of this Agreement by Contractor will result in substantial, continuing and irreparable damage to the Authority. Therefore, in addition to any other remedy that may be available to the Authority, the Authority will be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach by Contractor of the terms of this Agreement.
19. Amendments and Waivers: No amendment to or modification of this Agreement (including any work order), and no waiver of any provision hereof, shall be effective unless the same shall be in writing and shall be signed by each of the parties hereto. Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or

- manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.
20. Severability: Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.
21. Binding Effect; Benefit; Entire Agreement and Attachments: This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the parties hereto, and no Person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.
22. Headings: The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.
23. Counterparts: This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a document under seal as of the Effective Date set forth in the first paragraph hereof.

Commonwealth Health Insurance Connector Authority

By: 

Name: Glen Shor

Title: Executive Director

Date: 1/6/12

CMGRP, Inc.

By: 

Name: Mark Sullivan

Title: SUP, Finance + Admin

Date: 1-3-11

Federal Tax ID No: 222752668

Work Order

This Work Order is subject to the terms and conditions of the Master Services Agreement (as may be amended from time to time, (the "Agreement") dated January 1, 2012 between the Commonwealth Health Insurance Connector Authority ("Authority") and the Boston office of the contractor, CMGRP, Inc. through its Weber Shandwick, Sawyer Miller Advertising and KRC Research divisions ("Contractor"). Capitalized terms used and not defined in this Work Order shall have the meanings ascribed to such terms in the Agreement. In the event of any conflict between this Work Order and the Agreement the Agreement shall govern.

Pursuant to the terms and conditions of the Agreement and this Work Order, the Authority and Contractor; or agree as follows:

1. Services: Contractor will provide the following services (the "Services");

Task 1: Develop and deploy advertising campaign to promote plans for small business

Contractor will work with the authority to develop marketing and communications plan to promote Business Express and build awareness with small business owners of the Authority's ability to help offer employees health insurance choices. Contractor will develop advertising for the program. Contractor will coordinate and pursue outreach initiatives with target audiences including small business, professional and civic organizations.

Estimated time frame: January 1, 2012 through June 30, 2013

Task 2: Develop and deploy advertising campaign to promote open enrollment

Contractor will work with the authority to develop marketing and communications plan to promote and build awareness of the open enrollment among residents and members. Contractor will develop advertising for the program.

Estimated time frame: January 1, 2012 through June 30, 2013

Task 3: Creative development/media planning

Contractor will develop and refine creative concepts in various formats (radio, print, online, outdoors) according to the media placement strategy.

Contractor will execute on media plan and purchase advertising on behalf of the Authority to maximize resources in reaching target audiences effectively and efficiently.

Upon approval of the media plan by the Authority, Contractor will negotiate placements and purchase media on behalf of the Authority. Contractor will seek to negotiate best available rates, positioning and placements media outlets in accordance with the approved media plan and budget. Contractor will work to

leverage relationships with media partners to maximize overall campaign exposure and value. Contractor will manage media purchases and billing.
Estimated time frame: January 1, 2012 through June 30, 2013

Task 4: Partnership development

Contractor will coordinate and pursue partnership opportunities with corporate, civic and community organizations to raise awareness of Business Express and Open Enrollment and the insurance options available through the Connector.
Estimated time frame: January 1, 2012 through June 30, 2013

Task 5: Consumer/Market Research

Thru its subsidiary, KRC Research, the Contractor will conduct focus groups and/or market research to test messaging effectiveness and ensure that it will satisfy continuing public education goals.
Estimated time frame: January 1, 2012 through June 30, 2013

Task 6: Strategic Counsel and issues management

Contractor will assist authority in preparing for issues, such as implementation of the ACA.

Contractor will provide strategic counsel on communications matters on an as-needed basis.

Estimated time frame: January 1, 2012 through June 30, 2013

2. Location: Contractor will provide the Services at the Authority's premises or such other premises as the Authority and Contractor may deem appropriate.
3. Deliverables: Contractor will provide the following deliverables the "Deliverables").

Advertising materials associated with Business Express and Open Enrollment and market research as needed.

4. Term of Work Order: This Work Order will become effective as of January 1, 2012. Unless otherwise expressly agreed by the Authority in writing. Contractor shall complete Services and provide the Deliverables described above on or before June 30, 2013.
5. Payments:

Time and Materials:

- i. Hourly Fee. The Authority shall pay the Contractor \$190.00 per hour for each hour worked by the Contractor and its employees on the Authority's behalf.
- ii. Expenses. The Authority shall reimburse the Contractor for the contractor's

reasonable, actual out-of-pocket expenditures, including but not limited to travel, freight shipping story board, video cassettes DVD-telephone, fax, copy charges and courier services. Any single expense in excess of \$1,000 (each, a "Major Expense") may be billed directly to the Authority by the vendor. In the event direct billing is not commercially possible. The Contractor reserves the right to pre-bill any Major Expense. All syndicated research conducted on the Authority's behalf (e.g., Lexis or Factiva) will be billed to the Authority at the published list price for such research services.

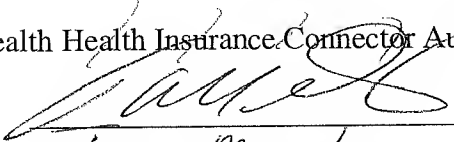
6. Project Personnel:

For Contractor: Tara Murphy

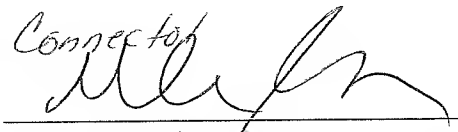
For Authority: Richard Powers

7. Contractor hereby represents and warrants that, as of the date of this Work Order, all of the representations, warranties and certifications of the Contractor set forth in the Agreement are true and correct and Contractor is in compliance with all of the Contractor's obligations under the Agreement and each Work Order between the Authority and Contractor.

Commonwealth Health Insurance Connector Authority CMGRP, Inc

By: 
Name: Tara Murphy
Title: Senior Vice President

CMGRP, Inc. ~~Connector~~

By: 
Name: Glen Shore
Title: Executive Director